Reply to the Pre bid queries raised by the Prospective bidders

Sub: Selection of Project Monitoring Consultant for the Comprehensive Smart Ticketing Solution Project.

Ref: Tender No.BMTC/2026-27/SE1287

S.No.	Page No	Clause Title	Query / Clarification Sought	Justification by Bidder	BMTC Response
1	8	1.1.1. Pre-Qualification Criteria	Experience in IT Project Management Consultancy in Transportation Sector : The Bidder must have completed at least one (1) assignment as a Project Monitoring Consultant (PMC) or Project Management Consultant for an IT Project in the Transportation Sector in last 7 (seven) years. The project must have been completed (i.e., final deliverables accepted by the client) as on the date of publication of this RfP. For the purpose of this criterion, "IT Project in the Transportation Sector" includes projects involving Electronic Ticketing Systems, Automated Fare Collection, Intelligent Transport Systems, Fleet Management Systems, Transit Technology Platforms, or similar IT-enabled systems for bus, rail, metro, or urban transport authorities.	We request you to amend this clause as - Experience in IT Project Management Consultancy in Transportation Sector : The Bidder must have completed at least one (1) assignment as a Project Monitoring Consultant (PMC) or Project Management Consultant for an IT Project in the Transportation Sector/Or any Goernment sector in last 7 (seven) years.	RFP condition prevails
2				We request you to broaden the criterias here. Which will help in the bdding process becoming more competitive and gaining intresting offers and prices	
3	6	**Section 1 – Letter of Invitation**	Last Date for Submission of Proposals Date: 08.06.2026 Time: 16.00 Hrs	Request to extend the submission deadline by two weeks from the date of publishing of response to queries.	Please refer to Corrigendum
4	8	1.1.1. Pre-Qualification Criteria	Average Annual Turnover The Bidder must have an average annual turnover of at least INR 30 Crore (Rupees Thirty Crore) from consulting / advisory services during the last three (3) completed financial years preceding the date of publication of this RFP (i.e., FY 2022-23, FY 2023-24, and FY 2024-25).	Many established firms involved in consulting and advisory services also operate under integrated business structures where revenues are not segregated strictly under "consulting/advisory" in audited financial statements. The overall turnover better reflects the firm's financial strength, stability, and capacity to undertake large-scale assignments. Hence, requesting authorities to amend the requirements as below. The Bidder must have an average annual turnover of at least INR 30 Crore (Rupees Thirty Crore) during the last three (3) completed financial years preceding the date of publication of this RFP (i.e., FY 2022-23, FY 2023-24, and FY 2024-25).	RFP condition prevails

5	23	3.3 Technical Evaluation Criteria	Average Annual Turnover from Consulting / Advisory Services (last 3 completed financial years): • INR 30 Crore to less than INR 40 Crore — 3 Marks • INR 40 Crore to INR 80 Crore — 5 Marks • More than INR 80 Crore — 10 Marks Supporting Document: Form M – Statement of Annual Turnover (duly certified by Statutory Auditor) along with Audited Financial Statements for FY 2022-23, FY 2023-24, and FY 2024-25	Many established firms involved in consulting and advisory services also operate under integrated business structures where revenues are not segregated strictly under "consulting/advisory" in audited financial statements. The overall turnover better reflects the firm's financial strength, stability, and capacity to undertake large-scale assignments. Hence, requesting authorities to amend the requirements as below. Hence, requesting authorities to amend the requirements as below. Average Annual Turnover (last 3 completed financial years): • INR 30 Crore to less than INR 40 Crore — 3 Marks • INR 40 Crore to INR 80 Crore — 5 Marks • More than INR 80 Crore — 10 Marks Supporting Document: Form M – Statement of Annual Turnover (duly certified by Statutory Auditor) along with Audited Financial Statements for FY 2022-23, FY 2023-24, and FY 2024-25	RFP condition prevails
6	24	Clause 3.3.2 — Key Personnel Eligibility, Row 1 (AFC/AFCS Systems Expert — Team Leader)	Deployment: Full Time	The nature of a Project Monitoring Consultant's engagement is fundamentally advisory, oversight-based, and milestone-driven — in sharp contrast to a Technology Solution Provider or System Integrator whose delivery teams require continuous presence. Review of TSP deliverables, FAT/SAT/UAT participation, NCN issuance, monthly project reviews, and monitoring report preparation do not require full-time on-site engagement of the Team Leader. International and Indian PMC practice (e.g., World Bank/ADB projects, MoHUA Smart Cities ITS PMC, DMRC AFC PMC) deploys the Team Leader on a senior advisory, on-call basis with defined minimum on-site presence. We request that the AFC/AFCS Systems Expert (Team Leader) be re-designated as Part-Time with a minimum commitment of 10 (ten) working days per month on-site at BMTC, with additional availability for all major milestones (FAT, SAT, UAT, Pilot, Full Go-Live, contract closure). This will attract the most seasoned senior domain experts and enable BMTC to secure a genuinely senior leader at the helm of the PMC team. Should BMTC wish to retain full-time deployment for any one expert, we respectfully suggest Cybersecurity/ Cloud Expert as the most operationally critical full-time role given the continuous nature of cyber threat monitoring.	RFP condition prevails
7	17	**Clause 13 — Risk Purchase / Penal Clause**	*BMTC shall be entitled to obtain such services from any alternate source and additional expenditure shall be recovered from the Bidder.*	Please confirm that invocation of risk purchase shall be preceded by (a) a written Non-Conformance Notice to the PMC specifying the deficiency, (b) a 30-day cure period, and (c) an independent determination that the deficiency is material and solely attributable to the PMC. Further, please cap risk purchase recovery at 100% of the value of the deficient service (not unlimited), consistent with proportionality principles	RFP prevails

8	37	**Clause 8 — Availability of Key Personnel / Replacemen**	Onetime penalty of Rs. 50,000 for each replacement; Rs. 10,000/week for uninformed absence	Please confirm that (a) no replacement penalty shall apply where replacement is due to force majeure, medical incapacity, resignation with statutory notice, or death; (b) the replacement penalty shall not apply if BMTC accepts the replacement as being 'equally or better qualified'; (c) 'uninformed absence' shall be defined as absence of more than 3 consecutive working days without prior written intimation. The current clause can lead to penalties even in bona-fide operational circumstances.	RFP has clarity
9	53	**Section 5 — Form H - Financial Bid Format**	*The Bidder should quote their price offer as per Form provided in Section in the relevant slot provided on the Karnataka Public Procurement Portal.*	Please share the exact Financial Bid Format / Price Schedule, specifying whether pricing is to be quoted on a (a) Lump-sum basis, (b) Man-month rates for each expert category, or (c) Break-up between staff cost, reimbursables, and out-of-pocket. This is essential to ensure bid-to-bid comparability during evaluation.	RFP has clarity
10	9	1.1.1.Pre-Qualificatio n Criteria,4	Not Blacklisted / Debarred The Bidder shall not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by the Government of Karnataka and/or any Government Agency / Public Sector Undertaking in India. A Bidder failing this criterion shall be considered non-responsive and shall be disqualified.	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria / declaration regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as last 5 years or as on bid submission date. **Request for amnended the clause as below** Not Blacklisted / Debarred The Bidder shall not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by the Government of Karnataka and/or any Government Agency / Public Sector Undertaking in India in **last 3 years / 5 years from date of bid submission**. A Bidder failing this criterion shall be considered non-responsive and shall be disqualified.	RFP condition prevails
11	17	Penalty / Risk Purchase / Penal Clause,Risk Purchase	If advisory services are not provided in accordance with the RFP, agreement, or revised requirements communicated by BMTC, BMTC may obtain services from alternate sources and recover additional expenditure from pending payments and/or security deposit/PBG.	We request clarification that any revised requirements referred to in this clause would be within the original scope of work, and that any material additions/changes in scope would be addressed through a mutually agreed change process.	RFP has clarity
12	17	Penalty / Risk Purchase / Penal Clause,Mult iple remedies	BMTC reserves the right to impose penalties/LD, terminate, forfeit security/PBG, and blacklist/debar the bidder, without prejudice to other remedies.	We request clarification on the intended application of these remedies and whether the same event of default may trigger multiple consequences, or whether such measures would be applied in a proportionate and non-duplicative manner.	RFP has clarity

13	24	3.3.2 Key Personnel Eligibility Criteria,AFC / AFCS Systems Expert (Team Leader)	**Qualification:** Graduate in any discipline. Postgraduate qualification or MBA preferred. Certification or formal training in AFC/ITS systems is an advantage.	With reference to the qualification criteria specified in the RFP, we respectfully submit a request for consideration regarding the educational requirements outlined. In this regard, we propose that globally recognized project management certifications, specifically PMP (Project Management Professional) and PRINCE2 (Projects IN Controlled Environments), be considered as acceptable alternatives to a postgraduate qualification or MBA. Graduate in any discipline. A Postgraduate qualification or MBA is preferred. In lieu of this, candidates possessing recognized project management certifications such as PMP (Project Management Professional) or PRINCE2 shall be deemed to meet the requirement, given their relevance to program and project delivery in complex systems. Certification or formal training in AFC/ITS systems will be an added advantage.	RFP condition prevails
14	18	Section 3 – Data Sheet,3.2 / Item 4	The consultancy period is stated as approximately 12 months from the Commencement Date, extendable by another six months at BMTC's discretion.	We request clarification on whether any extension, if exercised by BMTC, would be on the same terms, conditions, rates, and team deployment requirements as the original contract period or mutually agreed between parties.	The same terms and conditions of the contract prevails for the extended period.
15	26	Section 4 – Terms of Reference,Clause 9.2	BMTC shall facilitate PMC attendance at FAT, SAT, UAT, pilot, and go-live events and ensure TSP cooperation with data and document access requests.	We request confirmation that BMTC will facilitate the necessary coordination with the TSP and other stakeholders, and that any delays in access or cooperation from such parties will be appropriately considered while evaluating PMC timelines and obligations.	No change, RFP conditions prevails
16	26	Section 4 – Terms of Reference,Clause 9.2	BMTC is to review and respond to PMC deliverables and NCNs within two weeks of receipt.	We request clarification on the treatment of situations where review/approval by BMTC is delayed beyond the indicated period, including whether corresponding timeline adjustments would be available to the PMC.	No change, RFP conditions prevails
17	26	Section 4 – Terms of Reference,Clause 9.3	The TSP is to respond to monitoring queries within 10 working days and make relevant deliverables available to BMTC and PMC.	We request BMTC to kindly confirm that these obligations will be supported through the relevant project arrangements and that any delay in TSP inputs/documents will be treated as a dependency for PMC performance.	No change, RFP conditions prevails
18	26	Section 4 – Terms of Reference,Clause 10	The PMC shall report to the CSM, BMTC, while a designated IT Division officer shall act as the day-to-day point of contact.	We request clarification on the designation/full form of "CSM" and the respective roles/decision-making authority of the reporting officer and day-to-day point of contact.	Chief Systems Manager
19	26	Section 4 – Terms of Reference,Clause 10	NCNs are to be categorized by risk level and remain open until formally closed by BMTC.	We request clarification on whether BMTC will provide a prescribed framework/template for NCN categorization and closure, or whether the PMC may propose the same for BMTC's approval.	RFP condition prevails
20	26	Section 4 – Terms of Reference,Clause 10	The bidder is to conduct planning/review meetings and submit reports in hard and soft copy, and may also be asked to present reports.	We request BMTC to kindly indicate the expected frequency of meetings, reporting cycles, presentation requirements, and hard-copy submissions so that effort estimation may be aligned appropriately.	To be provided for the successful bidder.
21	26	Section 4 – Terms of Reference,Clause 11	BMTC data is to remain BMTC property and is not to be retained beyond the contract period; copies are to be deleted within 30 days of expiry.	We request clarification on whether the PMC may retain limited archival records solely for statutory, audit, insurance, or dispute-resolution purposes, subject to continued confidentiality obligations.	RFP has clarity

22	26	Section 4 – Terms of Reference,Clause 11	All team members are to execute BMTC's NDA and Data Security Undertaking before commencement.	We request BMTC to kindly share the format of the proposed NDA and Data Security Undertaking so that bidders may review the applicable compliance requirements at the bidding stage.	To be provided for the successful bidder.
23	26	Section 4 – Terms of Reference,Clause 12	BMTC shall review progress and grant approvals during the Contract Period in a timely manner.	We request that indicative review/approval timelines may kindly be specified for key deliverables to ensure alignment in project planning and execution.	RFP condition prevails
24	26	Section 4 – Terms of Reference,Clause 13.1–13.2	The successful bidder is required to execute the agreement within 30 days of LoA, failing which BMTC may annul the award and forfeit performance security, as applicable.	We request BMTC to kindly clarify the timeline for issuance of final agreement documents, required pre-signing conditions, and the applicable requirements relating to performance security, including value and validity.	RFP has clarity
25	26	Section 4 – Terms of Reference,Clause 9.2	BMTC is to provide access to project documentation, TSP deliverables, AFCS cloud dashboards, SMMS reports, payment settlement data, and bank statements required for monitoring.	BMTC is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."	No change, RFP conditions prevails
26	26	Section 4 – Terms of Reference,Clause 9.2	BMTC is to provide access to project documentation, TSP deliverables, AFCS cloud dashboards, SMMS reports, payment settlement data, and bank statements required for monitoring.	BMTC is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: "Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	No change, RFP conditions prevails
27	26	Section 4 – Terms of Reference,Clause 9.2	BMTC is to provide access to project documentation, TSP deliverables, AFCS cloud dashboards, SMMS reports, payment settlement data, and bank statements required for monitoring.	We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care	No change, RFP conditions prevails

28	26	Section 4 – Terms of Reference,Clause 9.2	BMTC is to provide access to project documentation, TSP deliverables, AFCS cloud dashboards, SMMS reports, payment settlement data, and bank statements required for monitoring.	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	RFP condition prevails
29	28	4. Scope of Work,4.1 Project Implementation and ETM Systems	shall independently monitor vendor compliance with mandatory third-party security certifications and audits, including functional and security audits by empanelled agencies, periodic vulnerability assessments and penetration testing, web application security Audit, Preparation of Third party audit (TPA) report, Undertake closure of the TPA observations with compliance from SIpayment card industry compliance requirements, and EMV/NCMC standards for contactless transactions, and shall report any non-compliance or delays.	The execution and ownership of the above-mentioned audits, certifications, and compliances rests with the TSP/SI, and the PMC's responsibility is limited to advisory review, monitoring, and reporting, without direct execution, coordination, or liability for conduct and closure of third-party audits.	RFP has clarity
30	28	4. Scope of Work,4.1 Project Implementation and ETM Systems	shall verify continuous availability of audit trails and database logs, ensure data localization in accordance with contractual provisions, confirm implementation of safeguards preventing unauthorized screen capture on ticketing interfaces, and monitor secure over-the-air firmware updates with version control and traceability.	Please confirm the following: Whether all such system, database, log, and configuration access required by the PMC will be: Provisioned by the TSP, In consultation with and approval of BMTC, and Provided strictly on a read-only / audit-only / role-based basis, as deemed appropriate by BMTC. Whether the PMC's role is limited to: Assessment, review, and reporting based on access granted and artefacts shared by the TSP, Without any responsibility for system operation, data modification, configuration changes, or security control enforcement. Whether BMTC will act as the final authority for: Approving the nature, scope, and extent of access granted to the PMC, and Defining data confidentiality, cybersecurity, and access governance protocols. We request that this access and responsibility framework be explicitly clarified or incorporated in the RFP to avoid ambiguity regarding data access, accountability, and information security obligations during project	RFP condition prevails

31	34	4. Scope of Work,4.6 Documentation and Reporting:	•Testing and Certification Services 1.Pilot test 2.System Acceptance Test 3.Operational Acceptance Test 4.Go-Live	The RFP mentions "Testing and Certification Services" covering Pilot Test, System Acceptance Test, Operational Acceptance Test, and Go-Live. We would like to seek clarification that the role envisaged under this clause is advisory and consultative in nature, wherein the selected bidder is expected. Our understanding is that the ultimate authority and responsibility for acceptance, certification, and Go-Live approval shall remain with BMTC, and that the bidder shall not be required to issue formal certifications or statutory/third-party compliance certificates for any of the above stages. Kindly confirm whether the above understanding is correct and that the scope does not require the bidder to act as a certifying authority for Pilot, SAT, OAT, or Go-Live stages.	RFP has clarity
32	34	4. Scope of Work,4.6 Documentation and Reporting:	•Third Party Audit of Application and certifications 1.Perform Vulnerability Assessment & Penetration Testing 2.Perform the web application security Audit 3.Preparation of TPA report 4.Undertake closure of the TPA observations with compliance from SI.	The RFP mentions "Testing and Certification Services" covering Pilot Test, System Acceptance Test, Operational Acceptance Test, and Go-Live. We would like to seek clarification that the role envisaged under this clause is advisory and consultative in nature, wherein the selected bidder is expected. Our understanding is that the ultimate authority and responsibility for acceptance, certification, and Go-Live approval shall remain with BMTC, and that the bidder shall not be required to issue formal certifications or statutory/third-party compliance certificates for any of the above stages. Kindly confirm whether the above understanding is correct and that the scope does not require the bidder to act as a certifying authority for Pilot, SAT, OAT, or Go-Live stages.	RFP has clarity
33	41	Form K – Draft Service Provider Agreement,Intellectual Property	All reports, models, analyses, datasets, documents, records, and other materials prepared under the engagement are stated to be the sole and exclusive property of BMTC.	We request clarification that while project-specific deliverables will vest with BMTC, the bidder's pre-existing tools, methodologies, templates, frameworks, and proprietary know-how shall remain the intellectual property of the bidder.	RFP condition prevails
34	41	Form K – Draft SPA,Order of precedence	The agreement precedence is listed as SPA, Letter of Acceptance, and consultant's completed proposal forms submitted with the technical proposal.	We request clarification on whether the RFP, corrigenda, pre-bid clarifications, and financial proposal shall also form part of the contract documents and, if so, their place in the order of precedence.	RFP condition prevails
35	41	Form K – Draft SPA,Payment framework	The extracted provisions refer to a consultancy fee but do not clearly set out the payment milestones/process in the extracted clauses.	We request BMTC to kindly clarify the proposed payment milestones, invoicing mechanism, approval timeline, and payment timeline under the contract.	RFP condition prevails

36	42	Form A – Technical Proposal Submission Form,Form A – Technical Proposal Submission Form	9.The Proposal is unconditional.	The RFP states that "the Proposal is unconditional." Kindly clarify whether proposals may include reasonable assumptions, clarifications, or dependencies are acceptable if they do not seek deviation from the RFP terms, scope, or commercial conditions.	RFP condition prevails
37	42	Form A – Technical Proposal Submission Form,Form A – Technical Proposal Submission Form	8.We do not have any conflict of interest.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	RFP condition prevails
38	44	Contract Conditions, Handover of materials	Upon completion/termination, the PMC is to hand over all reports, data, documents, and materials in hard copy and editable electronic formats as required by BMTC.	We request clarification on the intended extent of editable-format handover and whether internal working papers, proprietary templates, and internal review files of the bidder would stand excluded from such transfer requirement.	RFP condition prevails
39	44	Contract Conditions, Conflict of Interest	The selected bidder, including related entities, is made ineligible to participate directly or indirectly as System Integrator and BMTC Vendor for implementation of the Project arising out of this assignment.	We request BMTC to kindly clarify the intended scope of the conflict restriction, including the meaning of affiliate/associate/common control/indirect participation, and whether the restriction is limited to the implementation of this specific project only.	RFP has clarity
40	44	Contract Conditions, Post-contract conflict restriction	The consultants and their personnel/sub-consultants are restricted from engaging in conflicting activities during the contract term and in such post-termination activities as may be specified in the SC.	We request clarification on the extent and duration of any post-termination restriction proposed under the contract conditions.	RFP has clarity
41	44	Contract Conditions, Confidentiality	The PMC is to maintain strict confidentiality and not disclose information without BMTC's prior written consent.	We request clarification on whether standard exceptions would apply for disclosures required by law, regulation, court order, internal compliance, insurers, auditors, or professional advisers on a confidential basis.	RFP has clarity
42	44	Contract Conditions, Dispute Resolution	The RFP provides for amicable resolution between senior representatives within 30 days of written notice.	We request BMTC to kindly clarify the further dispute resolution mechanism beyond the amicable resolution stage, including whether arbitration is contemplated and the relevant procedural details, if applicable.	RFP has clarity

43	44	Contract Conditions, Escalation / Continuity of Services	Unresolved disputes are escalated to the Managing Director, BMTC, and the PMC is to continue services during pendency of disputes unless otherwise directed.	We request clarification on whether continuation of services during dispute would be subject to timely payment of undisputed dues and continued client support/access required for performance.	RFP has clarity
44	44	Contract Conditions, Governing Law and Jurisdiction	The RFP and resulting agreement are governed by Indian law and Bengaluru courts have exclusive jurisdiction, subject to arbitration provisions above.	We request BMTC to kindly confirm the intended interaction between the jurisdiction clause and the dispute resolution/arbitration provisions for clarity and consistency.	RFP has clarity
45	44	Exit / Termination ,Terminatio n for Convenienc e	BMTC may terminate the engagement, in whole or in part, at any time for convenience by giving 30 days' written notice, with payment limited to satisfactorily completed and accepted services up to termination date.	We request clarification on the payment treatment in case of termination for convenience, including whether committed costs, work-in-progress reasonably performed, and demobilization-related expenses would be considered.	RFP has clarity
46	44	Exit / Termination ,Terminatio n for Default	BMTC may terminate for various default events and may also forfeit performance security and recover losses suffered.	We request clarification on the process for determination of material default, the applicable cure period, and whether recoverable losses would be limited to demonstrable and contractually attributable losses.	RFP has clarity
47	44	Exit / Termination ,Conflict / Misconduct / Debarment	BMTC may terminate immediately for undisclosed conflict, unethical practices, or confidentiality breach and may initiate debarment/blacklisting proceedings.	We request BMTC to kindly confirm that any such action would be undertaken in accordance with applicable law and principles of due process, including appropriate notice and opportunity of representation.	RFP has clarity
48	44	Multiple provisions,D ownstream work / conflict restrictions	One provision refers to possible downstream work where continuity is essential, while another imposes broad ineligibility for implementation/vendor role arising from this assignment.	We request BMTC to kindly clarify the intended position regarding downstream work and confirm the extent of restriction applicable to the selected PMC in relation to any subsequent implementation role connected with this project.	RFP has clarity
49	44	Multiple provisions,C onsortium not allowed / subcontract ing	The RFP states that no consortium is allowed, while another clause indicates termination may occur if services are assigned or subcontracted without prior approval.	We request clarification on whether limited specialist subcontracting/sub-consulting, with prior approval of BMTC, would be permissible, while consortium bidding remains prohibited.	RFP has clarity
50	44	Multiple provisions,A dvisory role and performanc e consequenc	The TOR indicates that the PMC role is advisory and BMTC retains sole authority to act on or with the TSP, while other clauses provide for broad risk purchase, penalties, and termination consequences.	We request BMTC to kindly confirm that the PMC's responsibility is limited to advisory/monitoring services and that the PMC shall not be held responsible for implementation outcomes, TSP defaults, or decisions/actions taken by BMTC or third parties.	RFP condition prevails

51	45	SPA,Termination for Non-Performance	If PMC performance is found unsatisfactory, or key deliverables are not met despite written warnings, BMTC may terminate and appoint another PMC at the risk and cost of the defaulting PMC.	We request clarification on the objective criteria/benchmarks that would be used to assess unsatisfactory performance and the basis for determining any differential cost recoverable under the "risk and cost" arrangement.	No change, RFP conditions prevails
52	45	SPA,Exit Management and Handover	Upon termination/expiry, the PMC is to provide reasonable assistance for transition to another PMC or internal team.	We request clarification on the expected duration and extent of transition support and whether substantial post-termination transition assistance, if required, would be compensated separately.	RFP has clarity
53	45	SPA,Payment upon Termination	The Authority shall only pay for accepted deliverables completed prior to termination; advances for incomplete deliverables may be recovered or adjusted.	We request clarification on the treatment of partially completed but usable work-in-progress, particularly in case of termination for convenience.	RFP condition prevails
54	58	Form K – Draft Service Provider Agreement,Intellectual Property:	The PMC shall have no claim of ownership, copyright, or any other intellectual property rights over such materials, except to the extent expressly permitted by BMTC in writing. BMTC shall have the unrestricted right to use, reproduce, modify, disclose, distribute, or otherwise utilize such reports, models, data, and documents, in whole or in part, for any purpose related to the Project deemed appropriate by BMTC, without any further reference to or consent from the PMC.	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines. "Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."	No change, RFP conditions prevails
55	58	Form K – Draft Service Provider Agreement, Dispute Resolution:	Governing Law and Jurisdiction: This RFP and any resulting agreement shall be governed by and construed in accordance with the laws of India, and subject to the arbitration provisions above, the courts of Bengaluru shall have exclusive jurisdiction	We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and MeitY guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion: "In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in courts of Bengaluru shall be the _____."	No change, RFP conditions prevails

56	59	Exit / Termination :,Exit / Termination :	assigns or subcontracts the Services without prior approval of the Authority.	We understand that subcontracting is not prohibited and accepted with the prior approval of the BMTC under the RFP and a bidder may use third party / third party resources to provide services under the ensuing contract. However, in such a case, the bidder would remain responsible for the work of such subcontractors. Please confirm if our understanding is correct.	RFP has clarity
57		Limitation of liability,Limitation of liability	-	The RFP is slient on the limitation of liability under the provided condition of the draft contract. Requesting the BMTC to considered and add the following clause in the draft contract. Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	No change, RFP conditions prevails
58		No acceptance criteria,No acceptance criteria	No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	No change, RFP conditions prevails